

**LIST OF DECISIONS**

**OF**

**THE HONORABLE PAUL J. KILBURG**

**U.S. Bankruptcy Court**  
**Northern District of Iowa**

**April 23, 1993 - September 1, 2002**

**Prepared by**

**Amy M. Kilpatrick**  
**Law Clerk**

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**I. IN GENERAL, 2001-2120**

**A. In General, 2001-2010**

**B. Constitutional and Statutory Provisions, 2011-2040**

Folz v. Educational Credit Management Corp. (In re Kenneth and Isabelle Folz), Ch. 7, No. L91-00946-C, Adv. 99-9020-C (Bankr. N.D. Iowa Aug. 27, 1999) (student loan excepted from Chapter 13 discharge)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 16, 1995) (deny modification of order of dismissal)

In re Dean and Barbara Calease, Ch. 7, No. 93-60698LW (Bankr. N.D. Iowa Sept. 20, 1993) (avoidance of lien arising from pre-enactment after-acquired property clause)

**C. Jurisdiction, 2041-2080**

Midwest Agriculture Warehouse v. R.I.C. Enters. (In re Paris & Sons, Inc.), Ch. 7, No. 98-02475-C, Adv. 99-9098-C (Bankr. N.D. Iowa June 5, 2000) (adversary action dismissed after Chapter 11 case dismissed)

In re National Cattle Congress, Ch. 11, No. 97-03581-W, 247 B.R. 259 (Bankr. N.D. Iowa March 22, 2000) (Sac and Fox tribe's security interest protected from modification in Chapter 11 plan by sovereign immunity)

In re S.O.S. Enterprises, Ltd., Ch. 7, No. 95-10203KC (Bankr. N.D. Iowa Feb. 26, 1996) (dismissal of adversary proceeding after dismissal of case)

Deklotz v. Peoples Bank & Trust (In re Robert and Faye Deklotz), Ch. 7, No. L-87-00021C, Adv. 93-1007LC (Bankr. N.D. Iowa Sept. 1, 1993) (lender liability claim which accrued prepetition is barred)

**D. Venue; Personal Jurisdiction, 2081-2100**

Schomann Int'l v. Koch (In re Curtis Koch), Ch. 7, No. 99-02793-W, Adv. 00-9015-W (Bankr. N. D. Iowa May 4, 2000) (change of venue denied)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 16, 1995) (deny modification of order of dismissal)

Hager v. Bockes Brothers Farms (In re Bockes Brothers Farms), Ch. 11, No. 93-60881KW, Adv. 93-6127KW (Bankr. N.D. Iowa Sept. 7, 1993) (remand or abstention in creditor's action to recover forfeited real estate)

**E. Reference, 2101-2120**

**II. COURTS; PROCEEDINGS IN GENERAL**

**A. In General, 2121-2150**

Hegg v. Dunbar (In re David and Elaine Hegg), Ch. 13, No. 95-62467KW, Adv. No. 96-6034KW (Bankr. N.D. Iowa Oct. 15, 1996) (motion to reconsider; defense to forfeiture)

In re Robert Duane Bliss, Ch. 7, No. 93-12048KC (Bankr. N.D. Iowa Dec. 30, 1994) (sanctions for failure to appear)

In re Robert Duane Bliss, Ch. 7, No. 93-12048KC (Bankr. N.D. Iowa Dec. 1, 1994) (rule to show cause)

Bockes Brothers Farms v. Farmland Financial (In re Bockes Brothers Farms, Inc.), Ch. 11, No. 93-60881KW, Adv. 93-6104KW (Bankr. N.D. Iowa March 4, 1994) (protective order re deposition of party's attorney)

**B. Actions and Proceedings in General, 2151-2180**

Durns v. Dawson (In re Sarah E. Dawson), Ch. 7, No. 00-01534-W, Adv. 00-9121-W, 2001 WL 753807 (Bankr. N.D. Iowa June 20, 2001) (delayed service of summons approved)

KBHS Broadcasting Co. v. Sanders (In re John Bozeman), Ch. 7, 226 B.R. 627 (B.A.P. 8th Cir. 1998) (relation-back of amendments to pleadings)

Terpstra v. Koehring Crane Co. (In re Iowa Iron Works), Ch. 7, No. 94-11378C, Adv. 96-1231C (Bankr. N.D. Iowa Nov. 21, 1997) (default judgment not set aside)

Robey v. Kaufman (In re Mark William Kaufman), Ch. 7, No. 94-20551KD, Adv. 94-2094KD (Bankr. N.D. Iowa Dec. 9, 1994) (separate document for amended pleadings)

Farmers Savings Bank & Trust v. Caslavka (In re Lon Michael Caslavka), Ch. 7, No. 92-12304LC, Adv. 93-1049LC (Bankr. N.D. Iowa March 31, 1994) (Federal rate of interest applied post-judgment)

Hoth v. Wells (In re William E. Wells, Jr.), Ch. 7, No. L-90-02393C, Adv. L-92-0076C (Bankr. N.D. Iowa March 29, 1994) (dischargeability re misrepresentation)

**C. Costs and Fees, 2181-2200**

In re Scott Allan Garrison, Ch. 7, No. 97-03688-W (Bankr. N.D. Iowa March 16, 1998) (no costs awarded to creditor in motion for relief from stay)

### **III. THE CASE, 2201-2360**

#### **A. In General, 2201-2220**

#### **B. Debtors, 2221-2250**

In re Paul and Sandra Koppes, Ch. 12, No. 99-01748-D, 2000 WL 150836 (Bankr. N.D. Iowa Jan. 6, 2000) (“engaged in farming” eligibility for Chapter 12)

In re Mary Ann Pierce, Ch. 13, No. 94-60737KW (Bankr. N.D. Iowa July 27, 1994) (appeal withdrawn, 8/26/94) (“chapter 20”; spouse's income used to fund debtor's Chapter 13 plan)

In re Darrin T. Palmer, Ch. 13, No. 93-21509KD (Bankr. N.D. Iowa Dec. 1, 1993) (eligibility for Chapter 13, impact of postpetition reduction of debt)

In re Leon and Karen Funke, Ch. 12, No. 93-21255KD (Bankr. N.D. Iowa Oct. 21, 1993) (farmer debtor eligibility; successive filings improper)

In re James and Julie Eckenrod, Ch. 13, No. 93-60178LW (Bankr. N.D. Iowa Aug. 19, 1993) (§ 109(e))

In re Paul and Teresa Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa June 29, 1993) (“engaged in farming”)

#### **C. Voluntary Cases, 2251-2280**

In re Robert Butler, Ch. 7, No. 01-03843, 277 B.R. 917 (Bankr. N.D. Iowa May 14, 2002) (substantial abuse dismissal)

In re James & Pamela Elliott, Ch. 7, No. 02-00227, 2002 WL 970410 (Bankr. N.D. Iowa May 3, 2002) (substantial abuse dismissal)

In re David & Dorothy Zimmerman, Ch. 7, No. 02-00782 (Bankr. N.D. Iowa May 3, 2002) (substantial abuse dismissal)

In re Christy Achey, Ch. 7, No. 02-00058, 2002 WL 539036 (Bankr. N.D. Iowa April 8, 2002) (cause for dismissal, disclosure of inheritance)

In re Keith & Sally Beckel, Ch. 7, No. 01-02076-D, 268 B.R. 179 (Bankr. N.D. Iowa Oct. 17, 2001) (substantial abuse dismissal determined by examining discretionary spending)

In re Alan Harger, Ch. 7, No. 01-02466-C, 267 B.R. 848 (Bankr. N.D. Iowa Oct. 3, 2001) (substantial abuse dismissal)

In re Michael and Linda Kressig, Ch. 7, No. 00-02247-D (Bankr. N.D. Iowa Oct. 18, 2000) (dismissal for substantial abuse)

In re Hartsel and Ginger Shirley, Ch. 7, No. 99-02365-W, 2000 WL 150835 (Bankr. N.D. Iowa Jan. 5, 2000) (substantial abuse dismissal)

In Re Galen and Jennifer Reynolds, Ch. 7, No. 99-02132-C (Bankr. N.D. Iowa Nov. 3, 1999) (dismissal for substantial abuse)

In re Michael Long, Ch. 7, No. 99-01561-C (Bankr. N.D. Iowa Sept. 27, 1999) (dismissal of case involving multiple bad check debts)

In re Kristen Sue Damge, Ch. 7, No. 98-03694-W (Bankr. N.D. Iowa April 4, 1999) (voluntary dismissal)

In re James and Nancy Hogan, Ch. 7, No. 99-00047-D (Bankr. N.D. Iowa March 11, 1999) (dismissal for substantial abuse)

In re James Paulsen, Ch. 7, No. 96-60964KC (Bankr. N.D. Iowa Jan. 9, 1997) (dismissal of Chapter 7 petition)

In re Steven and Carmen Rieger, Ch. 7, No. 94-12006KC (Bankr. N.D. Iowa May 19, 1995) (aff'd and appeal dismissed, N.D. Iowa Feb. 22, 1996) (dismissal for bad faith; sanctions)

In re Mary Anne Reed, Ch. 7, No. 94-61109KW (Bankr. N.D. Iowa Oct. 11, 1994) (dismiss Chapter 7 because of ability to fund Chapter 13 plan)

#### **D. Involuntary Cases, 2281-2310**

In re N2N Incorporated, Ch. 7, No. 98-01666-C (Bankr. N.D. Iowa July 31, 1998) (curing defects in involuntary petition)

In re KOCR-TV, Inc., Ch. 7, No. 95-11128KC (Bankr. N.D. Iowa Sept. 26, 1995) (dismissal of involuntary petition; bona fide dispute)

In re Earl K. Kilberger, Ch. 7, No. 94-11870KC (Bankr. N.D. Iowa Feb. 3, 1995) (abstain from two-party dispute in involuntary bankruptcy)

#### **E. Joint Cases, 2311-2320**

#### **F. Schedules and Statement of Affairs, 2321-2330**

#### **G. Conversion, 2331-2340**

In re Kandy Ryan, Ch. 7, No. 01-01623-C, 267 B.R. 635 (Bankr. N.D. Iowa September 26, 2001) (conversion to Chapter 11 vs. substantial abuse dismissal)

In re Richard Sires, Ch. 7, No. 96-60777KW (Bankr. N.D. Iowa Feb. 29, 1997) (revoking Ch. 7 discharge; converting after discharge)

**H. Cases Ancillary to Foreign Proceedings, 2341-2360**

**IV. EFFECT OF BANKRUPTCY RELIEF; INJUNCTION & STAY, 2361-2490**

**A. In General, 2361-2390**

In re Joan Loehr, Ch. 7, No. 96-12235-C (Bankr. N.D. Iowa April 14, 1998) (contempt award for violation of discharge injunction)

**B. Automatic Stay, 2391-2420**

Swanson v. Glaser (In re Charles E. Glaser), Ch. 7, No. 00-01218-C, Adv. 00-9113-C (Bankr. N.D. Iowa Nov. 27, 2000) (unsecured creditor holding foreign judgment not entitled to sell property)

J.E. Adams Indus. v. Aurora Nat'l Life (In re J.E. Adams Indus.), Ch. 7, No. 98-00167-C, Adv. 00-9056-C (Bankr. N.D. Iowa Sept. 20, 2000), rev'd, 269 B.R. 808 (N.D. Iowa 2001) (postpetition lapse of life insurance policy violated automatic stay)

J.E. Adams Indus. v. NBD Equip. Finance, Inc. (In re J.E. Adams Indus.), Ch. 7, No. 98-00167-C, Adv. 98-9295-C (Bankr. N.D. Iowa May 13, 1999) (injunction of action against officers denied)

Hegg v. Dunbar (In re David and Elaine Hegg), Ch. 13, No. 95-62467KW, Adv. 96-6034KW (Bankr. N.D. Iowa Sept. 30, 1996) (contract forfeiture as violation of automatic stay, election of remedies)

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW, 179 B.R. 588 (Bankr. N.D. Iowa Jan. 20, 1995), remanded, 91 F.3d 1113 (8th Cir. 1996) (license revocation as violation of automatic stay)

Larken Hotels v. State of North Dakota (In re Larken Hotels Limited Partnership), Ch. 11, No. 94-10388KC, Adv. 94-1027KC (Bankr. N.D. Iowa April 6, 1994) (temporary injunction of criminal proceedings denied)

In re Ricky and Cristie Drahos, Ch. 13, No. 93-60924KW (Bankr. N.D. Iowa Oct. 5, 1993) (debtors' home necessary for effective reorganization)

**C. Relief from Stay, 2421-2460**



In re Shalom Hospitality, Inc., Ch. 11, No. 02-00276 (Bankr. N.D. Iowa May 8, 2002) (relief from stay to forfeit real estate contract in single asset case)

In re Brazelton Cedar Rapids Group, LC, Ch. 11, No. 00-02300-C (Bankr. N.D. Iowa Jan. 5, 2001) (adequate protection provided)

In re Kearney Partnership, Ch. 12, No. 99-03131-D (Bankr. N.D. Iowa Dec. 16, 1999) (modification of stay to complete sheriff's sale)

In re Martin R. Bielenberg, Ch. 12, No. 97-03063-S (Bankr. N.D. Iowa Jan. 26, 1998) (equipment lease as contract creating security interest)

In re Ernest and Patricia Higgins, Ch. 13, No. 97-10108-C (Bankr. N.D. Iowa Oct. 7, 1997) (relief from lifting stay for mistake or inadvertence)

In re Donald and Kari Scribner, Ch. 7, No. 96-61972KW (Bankr. N.D. Iowa Oct. 7, 1996) (prepetition forfeiture grounds for lifting automatic stay)

In re Kenneth & Warren Contracting Co., Ch. 11, No. 96-61400KW (Bankr. N.D. Iowa July 19, 1996) (relief from stay)

In re Ricki and Mary Ann Engelby, Ch. 13, No. 96-10008KC (Bankr. N.D. Iowa June 28, 1996) (relief from stay for post-petition, pre-confirmation default)

In re Earl and Fay Robertson, Ch. 11, No. 94-11876KC (Bankr. N.D. Iowa Feb. 10, 1995) (relief from stay; no equity, necessary for reorganization)

In re Rausch Brothers Partnership, Ch. 11, No. L90-00151W (Bankr. N.D. Iowa Sept. 14, 1994) (real estate contract forfeiture included irrigation equipment)

In re Leonard W. and Maryan Dostal, Ch. 11, No. 94-10108KC (Bankr. N.D. Iowa March 31, 1994) (relief from stay based on bad faith in filing petition)

In re IGWT Trust, Ch. 11, No. 93-61439KW (Bankr. N.D. Iowa Sept. 7, 1993) (lift stay regarding forfeited real estate)

In re Terry L. Gearhart, Ch. 7, No. 93-10494LC (Bankr. N.D. Iowa Aug. 18, 1993) (no authority to reimpose stay once it has been lifted)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa July 26, 1993) (forfeiture of real estate contract completed prepetition)

In re Karl J. Zweibahmer, Ch. 11, No. 93-60650LW (Bankr. N.D. Iowa May 20, 1993) (stay applies to appellate proceedings)

**D. Enforcement of Injunction or Stay, 2461-2480**

Adams v. Peterson (In re Daniel & Heather Adams), Ch. 7, No. 01-02576, Adv. 01-9226, 2002 WL 844350 (Bankr. N.D. Iowa April 19, 2002) (no sanctions warranted for landlord's retention of Debtors' waterbed)

In re Lisa Hoftender, Ch. 7, No. 01-02370-D (Bankr. N.D. Iowa November 7, 2001) (sanctions imposed for Younkers' postpetition small claims action)

In re Charlene Schrodtt, Ch. 7, No. 00-00526-D (Bankr. N.D. Iowa July 26, 2000) (sanctions for violation of the stay and the Consumer Credit Code)

In re John and Lee Ann Tomlinson, Ch. 13, No. 95-62170-W (Bankr. N.D. Iowa May 5, 1998) (sanctions for violation of automatic stay)

In re Kurtis Smith, Ch. 7, No. 97-01110-C (Bankr. N.D. Iowa Oct. 7, 1997) (damages appropriate for violation of discharge injunction)

In re James and Tarry Prine, Ch. 13, No. 97-01232-D, 222 B.R. 610 (Bankr. N.D. Iowa Sept. 4, 1997) (perfection of mortgage in violation of stay is void)

In re William and Mikki Lint, Ch. 7, No. 96-12137KC (Bankr. N.D. Iowa April 4, 1997) (violation of automatic stay; oral notice of case)

In re Larry Brenneman, Ch. 7, No. 93-11514KC (Bankr. N.D. Iowa Jan. 6, 1997) (appeal withdrawn, 3/21/97) (credit reporting service did not violate discharge injunction)

In re Mark Alan French, Ch. 7, No. 95-20770KD (Bankr. N.D. Iowa July 25, 1995) (violation of automatic stay)

In re Jeffrey Roche, Ch. 7, No. 93-10546LC (Bankr. N.D. Iowa June 10, 1993) (no actual damages proven from violation of stay)

**E. Protection of Utility Service, 2481-2490**

**V. THE ESTATE, 2491-2760**

**A. In General, 2491-2510**

**B. Title and Rights of Trustee or Debtor in Possession, in General, 2511-2530**

### **C. Property of Estate in General, 2531-2570**

Emerson Mattress, Inc. v. Associates Leasing, Inc. (In re Emerson Mattress, Inc.), Ch. 11, No. 95-12358-KC, Adv. 99-9052-C (Bankr. N.D. Iowa Nov. 19, 1999) (title to leased vehicles after payment of residual value)

Huisinga v. Licup (In re Kathleen Licup), Ch. 7, No. 98-02385-C, Adv. 98-9313-C (Bankr. N.D. Iowa Sept. 22, 1999) (determining Debtor's interest in Arizona real estate; fraudulent transfers)

In re National Cattle Congress, Ch. 11, No. 97-03581-W (Bankr. N.D. Iowa May 13, 1999) (appeal dismissed, B.A.P. 8th Cir. 6/17/99) (objection to claim to fund)

Fokkena v. Nicola (In re David West), No. 97-02206-W, Adv. 97-9194-W (Bankr. N.D. Iowa April 15, 1998) (enforcing settlement agreement)

In re Connie June Meyer, Ch. 7, No. 95-62169-W (Bankr. N.D. Iowa Jan. 26, 1998) (U.S. Savings bonds are property of the estate)

In re Cynthia Climer, Ch. 7, No. 97-01864-C (Bankr. N.D. Iowa Nov. 26, 1997) (funds from prepetition garnishment returned to Clerk of Court)

In re Raymond and Beulah Odegard, Ch. 7, No. 96-22839-D (Bankr. N.D. Iowa July 9, 1997) (self-settled "irrevocable" burial trusts included in estate)

In re Larken Hotels Limited Partnership, Ch. 11, No. 94-10388KC (Bankr. N.D. Iowa June 3, 1996) (reopening to disclose asset postconfirmation)

Dutton v. Kondora (In re Sylvia J. Kondora), Ch. 7, No. 95-10588KC, Adv. 95-1105KC, 194 B.R. 202 (Bankr. N.D. Iowa April 10, 1996) (defalcation in fiduciary capacity)

In re David and Heidi Zulaica, Ch. 7, No. 95-22000KD (Bankr. N.D. Iowa March 6, 1996) (reenlistment bonus is not property of estate)

First National Bank v. Cregar's Autowerks (In re Cregar's Autowerks, Inc.), Ch. 7, No. L92-00872C, Adv. 92-1181LC (Bankr. N.D. Iowa May 12, 1994) (abandonment of car to equitable owner)

In re Bockes Brothers Farms, Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa Sept 16, 1993) (extent of lien in property repossessed and sold prepetition)

In re Gordon and Mary Jo Kunkle, Ch. 7, No. 93-60077LW (Bankr. N.D. Iowa June 4, 1993) (1993 WL 767974) (ERISA-qualified plan is not property of the estate)

#### **D. Liens and Transfers; Avoidability, 2571-2600**

Huisinga v. Portfolio Servs., Inc. (In re Lonny & Diana Orcutt), Ch. 7, No. 01-03265, Adv. 02-9026, 280 B.R. 837 (Bankr. N.D. Iowa May 21, 2002) (lien on vehicle avoided for late perfection)

Youngblut v Solon State Bank Tiffin (In re Ralph & Maria Henry), Ch. 7, No. 01-03369, Adv. 02-9004, 2002 WL 539047 (Bankr. N.D. Iowa April 5, 2002) (issues preclude summary judgment on validity of vehicle lien)

Hanrahan v. Triad Financial Corp. (In re Betty Merritt), Ch. 7, No. 00-02481-C, Adv. 00-9231-C, 267 B.R. 625 (Bankr. N.D. Iowa August 27, 2001) (enforcement of vehicle lien perfected late)

Hanrahan v. Dupler (In re Myron and Ellen Kloubec), Ch. 7, No. 99-02325-C, Adv. 00-9076-C (Bankr. N.D. Iowa Aug. 3, 2000) (avoidance of unperfected vehicle lien and mortgage)

Hanrahan v. Arcadia Financial Ltd. (In re Gary Scott), Ch. 7, No. 99-01344-C, Adv. 99-9158-C, 245 B.R. 331 (Bankr. N.D. Iowa Jan. 4, 2000) (avoidance of lien noted on title too late)

Youngblut v. Union Bank & Trust Co. (In re Paul and Monica Jerdee), Ch. 7, No. 99-00176, Adv. 99-9117-C (Bankr. N.D. Iowa Dec. 1, 1999) (security interest in vehicle)

In re Rick and Mary Mease, Ch. 7, No. 97-10048-C (Bankr. N.D. Iowa Dec. 1, 1999) (avoidance of lien on homestead)

United States v. Lincoln Savings Bank (In re Commercial Millwright Serv. Corp.), Ch. 7, No. 96-60007-W, Adv. 96-6068-W, 245 B.R. 597 (Bankr. N.D. Iowa March 22, 1999), aff'd, 245 B.R. 603 (N.D. Iowa 2000) (perfection of postconfirmation security interest)

In re Keith A. Konzen, Ch. 7, No. 96-21884D (Bankr. N.D. Iowa Nov. 5, 1997) (validity of attorney's security interest)

In re Kenneth & Warren Contracting Co., Ch. 11, No. 96-61400KW (Bankr. N.D. Iowa Feb. 25, 1997) (validity of out-of-state lien)

In re Robert and Andrea Hayes, Ch. 13, No. 96-21384KD, 1996 WL 138496 (Bankr. N.D. Iowa Dec. 10, 1996), appeal dismissed, 220 B.R. 57 (N.D. Iowa 1998)) (homestead exemption; recording deed and mortgage on day of petition)

Citizens State Bank v. Holthaus (In re Clifford and Lois Holthaus), Ch. 7, No. 96-61345KW, Adv. 96-6178KW, 1996 WL 944156 (Bankr. N.D. Iowa Dec. 10, 1996) (priority of claims; creditor's standing to avoid lien)

In re Rene Lee Meseraull, Ch. 7, No. 94-11048KC (Bankr. N.D. Iowa Nov. 18, 1994), aff'd, 82 F.3d 421 (8th Cir. 1996) (table) (lien for debt for improvements on homestead not avoidable)

In re Bradley L. Shanahan, Sr., Ch. 7, No. 94-11127KC (Bankr. N.D. Iowa Nov. 17, 1994) (appeal withdrawn, 3/9/95) (lien for preacquisition debt not avoidable)

In re Ricky Lee Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Nov. 15, 1994) (priority of liens)

In re Cheryl K. Parman, Ch. 7, No. 94-10592KC (Bankr. N.D. Iowa Sept. 2, 1994) (homestead is exempt from ex-spouse's claim under dissolution decree)

In re Paul and Teresa Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa Oct. 21, 1993) (novation extinguishes purchase money interest)

#### **E. Preferences, 2601-2640**

Hanrahan v. Hills Bank & Trust (In re Jennifer & John Meade), Ch. 7, No. 00-00702-C, Adv. 00-9208-C (Bankr. N.D. Iowa Apr. 23, 2001) (lien is avoidable preference to the extent transfer paid down antecedent debt)

Dunbar v. Denton et al (In re Robbins W. Fischer), Ch. 7, No. 96-61088-W, Adv. 98-9132-W, (Bankr. N.D. Iowa Nov. 4, 1998) (approval of settlement; limitation of action)

Lam v. Weymiller (In re Dennis R. Weymiller), Ch. 7, No. 94-20350KD, Adv. 94-2055KD (Bankr. N.D. Iowa Sept. 14, 1994) (mortgage and payments to parents avoided as preferential transfers)

Currell v. McCool & McCool (In re Charles Joseph Matheny), Ch. 7, No. L-92-00520-C, Adv. 93-1059LC (Bankr. N.D. Iowa Aug. 10, 1993) (non-bankruptcy legal fees recovered)

Henry v. American Trust & Savings (In re McGregor Harbor, Inc.), Ch. 7, No. L-92-00234D, Adv. 92-2239LD (Bankr. N.D. Iowa May 28, 1993) (Deprizio analysis followed)

#### **F. Fraudulent Transfers, 2641-2670**

Youngblut v. Pepmeyer (In re Robert W. Pepmeyer), Ch. 7, No. 00-02486-C, Adv. 01-9027-C, 275 B.R. 539 (Bankr. N.D. Iowa Feb. 15, 2002) (appeal dismissed) (change of ownership of annuity is voidable transfer)

Hanrahan v. Vogel (In re Michael and Marsha Vogel), Ch. 7, No. 98-02634-C, Adv. 98-9312-C (Bankr. N.D. Iowa May 21, 1999) (exemption of interest in motorcycle; avoiding transfer)

Cambridge Tempositions v. Cassis (In re Joseph and Joyce Cassis), Ch. 7, No. 97-03206-C, Adv. 98-9021-C, 220 B.R. 979 (Bankr. N.D. Iowa May 4, 1998) (dismissal of complaint for failure to state a claim, lack of standing)

Dunbar v. Stiefel (In re Stiefel), Ch. 7, No. 97-00839-W, Adv. 97-9063-W (Bankr. N.D. Iowa Jan. 8, 1998) (forfeiture of contract as fraudulent transfer)

Schetter v. Fischer (In Re Robbins Fischer), Ch. 7, No. 96-61088-W, Adv. 96-5137-W (Bankr. N.D. Iowa June 27, 1997) (proof of intent to hinder required in fraudulent transfer claim)

Dunbar v. Johnson (In re Robert Grady), Ch. 13, No. 96-20970KD, Adv. 96-2088KD, 202 B.R. 120 (Bankr. N.D. Iowa Oct. 24, 1996) (contract forfeiture as fraudulent transfer)

Terpstra v. Bails (In re Ronald W. Downs, Sr.), Ch. 7, No. 94-11980KC, Adv. 95-1080KC (Bankr. N.D. Iowa Dec. 26, 1995) (no summary judgment on motion for turnover)

Reil v. Stanley (In re Ronald and Kaye Reil), Ch. 11, No. L92-00860W, Adv. L92-0094W (Bankr. N.D. Iowa Dec. 8, 1995) (consigning jewelry to pawnshop as fraudulent transfer)

Hager v. Bockes Brothers Farms (In re Bockes Brothers Farms), Ch. 11, No. 93-60881KW, Adv. 93-6127KW, 1994 WL 910792 (Bankr. N.D. Iowa Jan. 6, 1994), aff'd, 1994 WL 912213 (N.D. Iowa Apr. 26, 1994) (appeal dismissed, 8th Cir. 5/3/95) (forfeiture of real estate contract as fraudulent transfer)

#### **G. Set-off, 2671-2700**

In re Stickle Salvage Feed, Inc., Ch. 7, No. 99-02452-C (Bankr. N.D. Iowa Sept. 19, 2000) (correction of postpetition error by Bank authorized)

In re David William Malek, Ch. 13, No. 95-60479-W (Bankr. N.D. Iowa July 20, 1999) (Coop dividends paid postpetition not subject to setoff.)

#### **H. Avoidance Rights, 2701-2740**

Fokkena v. Zezulka (In re George and Rose Tripp), Ch. 7, No. 97-03430-W, Adv. 98-9026-W (Bankr. N.D. Iowa April 13, 1998) (unperfected, junior lien not avoidable)

United States v. Lincoln Savings Bank (In re Commercial Millwright Service Corp.), Ch. 7, No. 9560007W, Adv. 96-6068W (Bankr. N.D. Iowa Oct. 27, 1997) (Trustee allowed to amend pleadings)

Reil v. Stanley (In re Ronald B. and Kaye A. Reil), Ch. 11, No. L92-00860W (Bankr. N.D. Iowa Nov. 17, 1994) (motion to amend complaint denied)

#### **I. Reclamation, 2741-2760**

## **VI. EXEMPTIONS, 2761-2820**

In re Lawrence & Janet McCabe, Ch. 7, No. 02-00250, 280 B.R. 841 (Bankr. N.D. Iowa June 17, 2002) (shotgun is exempt with no limit on value)

In re Henry & Pamela Banke, Ch. 7, No. 01-01281-W, 268 B.R. 541, (Bankr. N.D. Iowa Oct. 19, 2001) (time limit for objecting to exemptions is not "mere technicality", reconsideration denied)

In re Henry & Pamela Banke, Ch. 7, No. 01-01281-W, 267 B.R. 852 (Bankr. N.D. Iowa Oct. 4, 2001) (objection to exemption not timely)

In re Kimberly Hurd, Ch. 7, No. 01-01560-D (Bankr. N.D. Iowa Oct. 3, 2001) (Wisconsin debtor voluntarily abandoned homestead)

In re Robert W. Pepmeyer, Ch. 7, No. 00-02486-C (Bankr. N.D. Iowa Feb. 14, 2001), rev'd 273 B.R. 782 (N.D. Iowa 2002) (following B.A.P. authority in Kemmerer, IRA annuity is not exempt)

Swanson v. Glaser (In re Charles E. Glaser), Ch. 7, No. 00-01218-C, Adv. 00-9113-C (Bankr. N.D. Iowa Feb. 6, 2001) (preacquisition and dissolution exceptions to homestead exemption)

In re Daniel James Ellis, Ch. 7, No. 99-00191-D (Bankr. N.D. Iowa Dec. 4, 2000) (support creditor is entitled to priority to the extent she is undersecured)

Wagner v. Chelsea Savings Bank (In re John and Debra Wagner), Ch. 13, No. 99-02428-C, Adv. 00-9050-C (Bankr. N.D. Iowa July 27, 2000) (motion to amend order denied)

In re John and Debra Wagner, Ch. 13, No. 99-02428-C (Bankr. N.D. Iowa July 27, 2000) (repurchase at auction does not create PMSI)

Wagner v. Chelsea Savings Bank (In re John and Debra Wagner), Ch. 13, No. 99-02428-C, Adv. 00-9050-C (Bankr. N.D. Iowa July 27, 2000), aff'd 259 B.R. 694 (B.A.P. 8th Cir. 2001) (waiver of homestead exemption of agricultural land)

In re John and Debra Wagner, Ch. 13, No. 99-02428-C (Bankr. N.D. Iowa Feb. 16, 2000) (debtor may exempt tools of trade as mechanic and as farmer)

In re Jon and Elaine Kemmerer, Ch. 7, No. 99-01453-C, 245 B.R. 335 (Bankr. N.D. Iowa Feb. 8, 2000), rev'd 251 B.R. 50 (B.A.P. 8th Cir. 2000) (IRA annuity is exempt)

In re Kenneth and Joyce Moore, Ch. 7, No. L-90-20041-D (Bankr. N.D. Iowa Jan. 10, 2000) (judgment cannot attach as lien postpetition)

In re Gary Scott, Ch. 7, No. 99-01344-C, 2000 WL 122360 (Bankr. N.D. Iowa Jan. 4, 2000) (exemption of vehicle after avoidance of voluntary lien)

In re Daniel and Judy Holmes, Ch. 7, No. 99-01961-W (Bankr. N.D. Iowa Nov. 22, 1999) (annuity not exempt)

In re Kim and Laura Schlitter, Ch. 7, No. 98-02982-C (Bankr. N.D. Iowa March 22, 1999) (exemption of deferred compensation plan)

In re Carl M. Witt, Jr., Ch. 7, No. 98-03345-C (Bankr. N.D. Iowa March 4, 1999) (vehicle as tool of the trade)

In re Dennis and Lawonna Opel, Ch. 7, No. 98-01862-C (Bankr. N.D. Iowa Sept. 30, 1998) (marital homestead exempt from preacquisition debt)

In re Ted and Deb Mausser, Ch. 7, No. 98-01548-D, 225 B.R. 667 (Bankr. N.D. Iowa Sept. 30, 1998) (lack of notice to government agency; exemption of farm equipment)

In re Paul and Danette Knode, Ch. 7, No. 97-01814-C (Bankr. N.D. Iowa April 3, 1998) (preacquisition lien on homestead not avoidable)

In re Douglas and Karen Crane, Ch. 7, No. 97-02968-C (Bankr. N.D. Iowa Feb. 11, 1998) (replacement ring not exempt as wedding ring)

In re Paul and Danette Knode, Ch. 7, No. 97-01814-C (Bankr. N.D. Iowa Nov. 21, 1997) (aff'd, N.D. Iowa 8/26/98) (non-owning spouse's homestead rights no greater than owner's)

In re Gail and Timothy Shearer, Ch. 7, No. 97-01020-C (Bankr. N.D. Iowa Aug. 20, 1997) (life insurance for benefit of children exempt)

In re David and Elaine Hegg, Ch. 7, No. 95-62467-W (Bankr. N.D. Iowa July 22, 1997) (turnover of proceeds of exempt property sold prior to conversion)

In re Jeff and Amy Nehl, Ch. 7, No. 97-60192-W (Bankr. N.D. Iowa June 5, 1997) (trustee asserts home improvement exception to homestead exemption)

In re Tobert and Tina Funk, Ch. 7, No. 97-20462-D (Bankr. ND. Iowa June 4, 1997) (milk check as exempt accrued wages)

In re Larry and Carol Brislawn, Ch. 7, No. 97-10137-C (Bankr. N.D. Iowa May 23, 1997) (joint debtor's exemption rights in spouse's property)



In re Tammy Crouch, Ch. 7, No. 96-23085-D (Bankr. N.D. Iowa May 13, 1997) (appeal withdrawn, 6/27/97) (earned income credit not exempt)

In re Rex and Jeannette Howard, Ch. 7, No. 96-22392KC (Bankr. N.D. Iowa March 7, 1997) (avoiding unperfected lien on car; exemptibility after lien avoidance)

In re Bridget Johnson, Ch. 7, No. 96-61936KW (Bankr. N.D. Iowa Feb. 11, 1997) (exemption of TIAA/CREF annuity payments)

In re Kirstan Lungwitz, Ch. 7, No. 96-22823KD (Bankr. N.D. Iowa Feb. 11, 1997) (exemption of computer and other home office equipment)

In re Charles Nandell, Ch. 7, No. 96-12411KC (Bankr. N.D. Iowa Dec. 13, 1996) (avoidance of stipulated dissolution lien)

In re Michael and Regina Smith, Ch. 7, No. 96-11751KC, 206 B.R. 186 (Bankr. N.D. Iowa Dec. 11, 1996) (breeding stock as tools of trade)

In re Robert and Andrea Hayes, Ch. 13, No. 96-21384KD (Bankr. N.D. Iowa Dec. 10, 1996) (homestead exemption; recording deed and mortgage on day of petition)

In re Lynn and Teresa Worley, Ch. 7, No. 96-10450KC (Bankr. N.D. Iowa Dec. 10, 1996) (judgment lien avoidable; mortgage lien survives)

In re Clifford and Lois Holthaus, Ch. 7, No. 96-61345KW, 1996 WL 1057949 (Bankr. N.D. Iowa Nov. 4, 1996) (exemptions if “engaged in farming”)

Sauer v. Conley (In re Mabel Conley), Ch. 7, No. 95-62047KW, Adv. 95-6195KW (Bankr. N.D. Iowa July 15, 1996) (fraud and defalcation as fiduciary; new homestead)

In re Frederick and Debra Smith, Ch. 7, No. 96-20243KD, 1996 WL 1057948 (Bankr. N.D. Iowa May 7, 1996) (avoidance of lien; debtors “engaged in farming”)

In re Curtis and Cynthia Waterman, Ch. 7, No. 95-61657KW (Bankr. N.D. Iowa Feb. 2, 1996) (vehicles as tools of the trade)

In re Gary and Linda Ackerman, Ch. 7, No. 94-21846KD, 1995 WL 916986 (Bankr. N.D. Iowa April 12, 1995) (exemption of masonry tools of the trade)

In re Leon Francis Hageman, Ch. 7, No. 94-60749KW (Bankr. N.D. Iowa April 5, 1995) (failure to object to lien avoidance)

In re Warren L. Caslavka, Ch. 7, No. 93-10188LC, 179 B.R. 141 (Bankr. N.D. Iowa Feb. 24, 1995) (exemption of proceeds from pension plan distribution)

In re Bradley Shanahan, Sr., Ch. 7, No. 94-11127KC (Bankr. N.D. Iowa Feb. 24, 1995) (avoidance of lien for ex-spouse's attorney fees)

In re Emily Jean Versluis, Ch. 7, No. 94-61420KW (Bankr. N.D. Iowa Jan. 5, 1995) (homestead liable for preacquisition debt)

In re Joseph and Marlene Stevens, Ch. 7, No. 94-10178KC (Bankr. N.D. Iowa July 27, 1994) (exemption of garden tractor as motor vehicle)

In re Lavern and Dorothy Kahler, Ch. 7, No. 94-10285KC (Bankr. N.D. Iowa June 15, 1994) (exemption of farm equipment)

In re T.C. Ersepke, Ch. 7, No. L-92-00541LD, 1993 WL 767975 (Bankr. N.D. Iowa Nov. 30, 1993) (whether dissolution judgment can constitute exempt homestead property)

In re Alan Ray Herron, Ch. 7, No. 92-62288LW (Bankr. N.D. Iowa Nov. 5, 1993) (cause for reopening case; objection to avoidance of judicial lien)

In re John and Mary Weber, Ch. 7, No. 93-11093KC (Bankr. N.D. Iowa Oct. 4, 1993) (invasion of homestead exemption for pre-acquisition debt)

In re David and Laura Winkowitsch, Ch. 7, No. 93-60712LW (Bankr. N.D. Iowa Sept. 20, 1993) (following Streeper, objection to avoidance of lien from pre-acquisition debt)

In re Jerry and Carol Jacobsen, Ch. 7, No. 93-10724LC (Bankr. N.D. Iowa Sept. 8, 1993) (mobile home qualifies for homestead exemption)

In re Louis E. Guynn, Ch. 7, No. L-91-1545C (Bankr. N.D. Iowa Aug. 17, 1993) (remainder interest cannot constitute homestead; amendment to exemptions not allowed)

In re Paul and Teresa Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa June 29, 1993) ("engaged in farming")

In re Gordon and Mary Jo Kunkle, Ch. 7, No. 93-60077LW (Bankr. N.D. Iowa June 4, 1993) (household goods include home and lawn maintenance equipment)

## **VII. CLAIMS, 2821-3000**

### **A. In General, 2821-2850**

In re John F. Aschtgen, Ch. 7, No. 01-01348, 2002 WL 1842444 (Bankr. N.D. Iowa July 16, 2002) (State's right to payment for medical assistance is not prepetition claim subject to discharge)

In re Richard and Joyce Dalecky, Ch. 13, No. 96-11561-C (Bankr. N.D. Iowa May 7, 1997) (tax liability as responsible person)

In re Charles Andrew Blinks, Ch. 7, No. 95-10100KC (Bankr. N.D. Iowa April 19, 1996) (allowance of claim; fees for Trustee's attorneys)

In re Robert and Evelyn Brecunier, Ch. 13, No. L89-01142W (Bankr. N.D. Iowa June 13, 1994) (recomputation of property tax)

#### **B. Secured Claims, 2851-2870**

In re Jeff & Amy Nehl, Ch. 7, No. 97-60192, 2002 WL 1001001 (Bankr. N.D. Iowa May 14, 2002) (lien is unenforceable against agricultural homestead, does not include required language waiving homestead)

In re Michael & Pamela McAllister, Ch. 7, No. 01-00153-W, 267 B.R. 614 (Bankr. N.D. Iowa August 21, 2001) (priority of competing security interests)

In re J.E. Adams Indus., Ch. 11, No. 98-00167-C (Bankr. N.D. Iowa June 26, 2000) (inclusion of late charges and attorney fees in secured claim)

In re Mork Brothers General Partnership, Ch. 12, No. 99-03289-W (Bankr. N.D. Iowa March 23, 2000) (value of real estate in Chapter 12 case)

In re Myron and Ellen Kloubec, Ch. 12, No. 99-02325-C (Bankr. N.D. Iowa Nov. 15, 1999) (commercially raised fish are collateral for secured claim)

In re J.E. Adams Indus., Inc., Ch. 7, No. 98-00167-C (Bankr. N.D. Iowa May 27, 1999) (lease vs. security agreement)

In re Ronald and Phyllis O'Brien, Ch. 13, No. 98-00545-C (Bankr. N.D. Iowa Oct. 1, 1998) (extent of secured claim of holder of mechanic's lien judgment)

In re Diana Roberts, Ch. 13, No. 97-00855-C, 210 B.R. 325 (Bankr. N.D. Iowa June 18, 1997) (evidence of value of collateral automobile)

In re John and Carol Specht, Ch. 12, No. 96-21022KD, 1997 WL 476660 (Bankr. N.D. Iowa Feb. 26, 1997) (valuation of vehicles)

In re Khalid and Michelle El Khabbaz, Ch. 13, No. 95-22466KD (Bankr. N.D. Iowa April 12, 1996) (property interest in spouse's separate property; IRS lien)

In re Sherilyn Kae Cook, Ch. 13, No. 95-12544KC (Bankr. N.D. Iowa April 1, 1996) (going concern value of retained property)

In re National Cattle Congress, Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Dec. 26, 1995) (extent of secured claim after sale of part of collateral)

In re Ricky Lee Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Mar. 15, 1995) (appeal withdrawn 6/27/95) (realtor commission as administrative expense)

In re Ricky Lee Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Feb. 6, 1995) (attorney fees paid from proceeds of sale under 506(c))

### **C. Administrative Claims, 2871-2890**

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822, \_\_\_ B.R. \_\_\_, 2002 WL 2001482 (Bankr. N.D. Iowa Aug. 20, 2002) (appeal pending with B.A.P.) (unsuccessful bidder for Debtor's lease not entitled to administrative claim for expenses related to the bid)

In re Blessing Industries, Inc., Ch. 7, No. 00-00140-W, 263 B.R. 268 (Bankr. N.D. Iowa Apr. 5, 2001) (court refuses to retroactively approve postpetition cash infusion)

In re Rubber Development, Inc., Ch. 11, No. 98-03432-W, 2000 WL 150834 (Bankr. N.D. Iowa Jan. 4, 2000) (administrative expense on assumption of lease)

In re David Arlo Wirkler, Ch. 13, No. 98-02886-D (Bankr. N.D. Iowa April 19, 1999) (administrative expense claim for use of collateral)

First Nat'l Bank v. Wedemeier, et al (In re Kevin and Kenda Wedemeier), Ch. 7, No. 98-01705-W, Adv. 98-9166-W (Bankr. N.D. Iowa March 4, 1999), aff'd in part, rev'd in part, 239 B.R. 794 (B.A.P. 8th Cir. 1999) aff'd in part, remanded in part, 237 F.3d 938 (8th Cir. 2001) (avoidance of farm landlord liens; rent as administrative expense)

Lam v. Bossom (In re Dennis R. Weymiller), Ch. 7, No. 94-20350KD, Adv. 95-2039KD (Bankr. N.D. Iowa Sept. 26, 1995) (claim for rent under invalid farm lease)

In re Steven Heitshusen, Ch. 7, No. L-88-00779C (Bankr. N.D. Iowa June 14, 1994) (landlord's claim for rent as administrative expense)

In re Harold Mensching, Ch. 7, No. 92-61313LW (Bankr. N.D. Iowa March 4, 1994) (debtor's attorney fees as administrative expense)

In re Cregar's Autowerks, Inc., Ch. 7, No. L-92-00872C (Bankr. N.D. Iowa Dec. 10, 1993) (rent as necessary expense)

In re ASAP Printing, Inc., Ch. 7, No. 93-60443LW (Bankr. N.D. Iowa Nov. 24, 1993) (whether creditor is entitled to immediate payment of postpetition rent administrative expense claim)

In re ASAP Printing, Inc., Ch. 7, No. 93-60443LW (Bankr. N.D. Iowa July 26, 1993) (rent as administrative expense under § 365(d) (3))

#### **D. Proof; Filing, 2891-2920**

In re Dennis and Li-Chuang Sheskey, Ch. 7, No. 99-01697-D, 263 B.R. 264 (Bankr. N.D. Iowa, Apr. 3, 2001) (claim disallowed based on lack of possession of note)

In re Strayer Seed Farms, Inc., Ch. 7, No. 95-62081-KW (Bankr. N.D. Iowa May 26, 1999) (informal proof of claim)

In re Cedar Valley Feeds, Inc., Ch. 7, No. L-91-00266C (Bankr. N.D. Iowa May 19, 1995) (sufficiency of IRS Proof of Claim)

#### **E. Determination, 2921-2950**

In re Brazelton Cedar Rapids Group, LC, Ch. 11, No. 00-02300-C, 264 B.R. 201 (Bankr. N.D. Iowa May 10, 2001) (allowance of claim, including penalties, interest and attorney fees)

In re Brazelton Cedar Rapids Group, LC, Ch. 11, No. 00-02300-C, 264 B.R. 195 (Bankr. N.D. Iowa May 3, 2001) (objection to proof of claim barred by Rooker-Feldman, claim preclusion)

In re Khalid and Michelle El Khabbaz, Ch. 13, No. 95-22466KD (Bankr. N.D. Iowa March 6, 1996) (procedure for motion to value claim)

Eckhart v. Simon (In Re Carl and Diane Simon), Ch. 12, No. 94-21591KD, Adv. 94-2173KD (Bankr. N.D. Iowa Sept. 26, 1995) (appeal dismissed, 6/19/96) (validity of security interest in cattle)

In re Donald and Mary Ann Pierce, Ch. 7, No. 93-61552KW (Bankr. N.D. Iowa March 4, 1994) (abstention from determination of tax liability)

In re Georgie and Laura Arnold, Ch. 12, No. Y87-00767W (Bankr. N.D. Iowa Feb. 14, 1994) (reconsideration of secured claim after confirmation of plan)

#### **F. Priorities, 2951-3000**

In re Dennis Weymiller, Ch. 7, No. 94-20350-D (Bankr. N.D. Iowa March 6, 1998) (late-filed priority claim entitled to distribution)

Dolezal v. United States (In Re Dolezal), Ch. 7, No. 96-11466-C, Adv. 96-6211-W (Bankr. N.D. Iowa June 16, 1997) (marshaling of oversecured creditor's collateral not allowed)

In re Mary E. Kinsel, Ch. 7, No. 94-61501KW (Bankr. N.D. Iowa Jan. 9, 1997) (priority of claims arising from dissolution judgment)

In re Marlin and Diane Nichols, Ch. 13, No. L88-00954W, 1994 WL 932214 (Bankr. N.D. Iowa Sept. 28, 1994) (IRS claim for postpetition taxes in Chapter 13)

## **VIII. TRUSTEES, 3001-3020**

## **IX. ADMINISTRATION, 3021-3250**

### **A. In General, 3021-3060**

Slipped Disc, Inc. v. CD Warehouse, Inc. (In re Slipped Disc, Inc.), Ch. 11, No. 98-02914-C, Adv. 99-9212-C (Bankr. N.D. Iowa Feb. 14, 2000) (arbitration ordered according to contract)

In re Paul and Andra Tompkins, Ch. 7, No. 95-12505KC (Bankr. N.D. Iowa March 6, 1996) (Rule 2004 production of documents)

In re Commercial Millwright Service Corp., Ch. 11, No. 95-60007KW (Bankr. N.D. Iowa Sept. 18, 1995) (notice and due process rights under § 364)

In re Donald and Jeri Boyce, Ch. 7, No. 95-20057KD (Bankr. N.D. Iowa June 16, 1995) (value of secured claim for redemption)

In re Connolly Bros. Masonry, Inc., Ch. 7, No. L92-00555W (Bankr. N.D. Iowa May 25, 1994) (approval of compromise and settlement)

In re Larken Hotel Limited Partnership, Ch. 11, No. 94-10388KC (Bankr. N.D. Iowa April 28, 1994) (retroactive approval denied for postpetition payment of prepetition payroll obligations)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa May 26, 1993) (cross-collateralization vs. cross-guarantees)

### **B. Possession, Use, Sale, or Lease of Assets, 3061-3100**

In re Myron and Ellen Kloubec, Ch. 12, No. 99-02325-C, 2000 WL 150837 (Bankr. N.D. Iowa Jan. 11, 2000) (adequate protection of cash collateral)

In re 4810 Building Corp., Ch. 11, No. 99-02444-C and In Re Mary Carroll, Ch. 11, No. 99-02445-C (Bankr. N.D. Iowa Nov. 3, 1999) (sale of real estate prior to confirmation of Chapter 11 plan denied)

In re Strayer Seed Farms, Inc., Ch. 11, No. 95-62081KW (Bankr. N.D. Iowa Jan. 19, 1996) (adequate protection for use of cash collateral)

Eide v. Trolard (In re David Good), Ch. 7, No. L89-01577W, Adv. L90-0187W (Bankr. N.D. Iowa Nov. 28, 1994) (prejudgment interest)

Eide v. Trolard (In re David Good), Ch. 7, No. L89-01577W, Adv. L90-01987W (Bankr. N.D. Iowa Sept. 21, 1994) (proceeds from sale of rifles subject to § 542 turnover)

In re Larken/LICO Properties, Ch. 11, No. 94-10539KC (Bankr. N.D. Iowa Aug. 2, 1994) (adequate protection and hotel revenues)

Dunbar v. City of Cedar Rapids (In re Cedar Rapids Meats, Inc.), Ch. 7, No. L-90-00445C, Adv. 93-1047LC (Bankr. N.D. Iowa Oct. 4, 1993) (distribution of proceeds of sale under § 724(b))

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 10, 1993) (adequate protection of cash collateral)

### **C. Debtor's Contracts and Leases, 3101-3130**

In re Shalom Hospitality, Inc., Ch. 11, No. 02-00276, 2002 WL 1001000 (Bankr. N.D. Iowa May 9, 2002) (deadline set for Debtor to assume or reject single asset real estate contract)

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822, 277 B.R. 407 (Bankr. N.D. Iowa April 19, 2002) (Court approves assumption of lease and assignment of lease to higher bidder)

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822-C (Bankr. N.D. Iowa March 12, 2002) (extension of time to assume or reject lease)

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822-C (Bankr. N.D. Iowa Feb. 22, 2002) (cause exists to extend time to assume or reject lease)

In re Midwest Communications, Inc., Ch. 11, No. 98-03559-D (Bankr. N.D. Iowa Jan. 28, 1999) (adequate assurance for assumption of contract)

Horkheimer v. Beier (In re William Beier), Ch. 13, No. 95-60437KW, Adv. 95-6188KW (Bankr. N.D. Iowa April 11, 1996) (interest in property under real estate contract)

In re United States Hockey League, Ch. 11, No. 95-60891KW (Bankr. N.D. Iowa Sept. 14, 1995) (rejection of franchise agreement as executory contract)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa Aug. 16, 1994) (cure of executory contract or adequate assurance of prompt cure)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa April 4, 1994) (real estate contract in Iowa is executory contract)

**D. Abandonment, 3131-3150**

Wedemeier v. Fokkena (In re Kevin and Kenda Wedemeier), Ch. 7, No. 98-01705-W, Adv. 99-9108-W (Bankr. N.D. Iowa July 28, 2000) (no tax liability where Trustee abandoned crops prior to sale)

**E. Compensation of Officers and Others, 3151-3250**

In re Internet Navigator, Inc., Ch. 11, No. 01-02353 (Bankr. N.D. Iowa April 29, 2002) (substantial conflicts of interest required withdrawal of attorney)

In re Keith & Jo Jeanes, Ch. 13, No. 01-00760-W (Bankr. N.D. Iowa Dec. 20, 2001) (fees for attorney for Ch. 13 debtors)

In re Margaret Bails, Ch. 13, No. 98-02717-C (Bankr. N.D. Iowa Dec. 12, 2001) (additional fees for postconfirmation services not approved)

In re Myron and Ellen Kloubec, Ch. 7, No. 99-02325-C, 251 B.R. 861 (Bankr. N.D. Iowa July 18, 2000) (approval of attorney fees after conversion from Chapter 12 to Chapter 7)

In re Blessing Indus., Inc., Ch. 11, No. 00-00140-W (Bankr. N.D. Iowa May 31, 2000) (compensation for debtor's attorney)

In re Rubber Development, Inc., Ch. 11, No. 98-03432-W (Bankr. N.D. Iowa April 24, 2000) (standards for attorney fees)

In re Kearney Partnership, Ch. 12, No. 99-03131-D (Bankr. N.D. Iowa Dec. 20, 1999) (lowest intermediate balance rule)

In re Cedar Rapids Meats, Inc., Ch. 7, No. L90-00445-C (Bankr. N.D. Iowa June 17, 1999) (aff'd, N.D. Iowa 12/16/99) (trustee compensation)

In re Thomas Digman; In re Ricky and Joann Meade, Nos. 98-00220-C, 98-00322-C (Bankr. N.D. Iowa Aug. 17, 1998) (Chapter 13 Debtor's attorney fees)

In re Patricia Ann Bear, Ch. 7, No. 97-00586-C (Bankr. N.D. Iowa March 4, 1998) (fees for Chapter 7 debtor's attorney)

In re D.C., Inc., Ch. 11, No. 97-01860-W, 1997 WL 333844011 (Bankr. N.D. Iowa Dec. 19, 1997) (sanctions for late application to hire realtors)



In re Carl and Diane Simon, Ch. 12, No. 94-21591KD (Bankr. N.D. Iowa April 23, 1997) (compensation for debtor's counsel)

In re Emerson Mattress, Inc., Ch. 11, No. 95-12358KC (Bankr. N.D. Iowa June 7, 1996) (counsel may not draw down on retainer before approval of fees)

In re Charles Andrew Blinks, Ch. 7, No. 95-10100KC (Bankr. N.D. Iowa April 19, 1996) (allowance of claim; fees for Trustee's attorneys)

In re Randall and Janic Kelchen, Ch. 7, No. 95-11471KC (Bankr. N.D. Iowa March 29, 1996) (fees for debtors' former attorney)

In re National Cattle Congrees, Inc., Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa March 26, 1996) (fees for counsel for Unsecured Creditors' Committee)

In re Strayer Seed Farms, Inc., Ch. 11, No. 95-62081KW (Bankr. N.D. Iowa Jan. 9, 1996) (employment of attorney for Unsecured Creditor's Committee)

In re Marlin and Diane Nichols, Ch. 13, No. L88-00954W (Bankr. N.D. Iowa June 6, 1995) (Trustee fee on sale proceeds paid to creditor)

In re Moramerica Financial Corp., Ch. 11, No. 93-10268LC (Bankr. N.D. Iowa May 16, 1994) (compensation of attorney for preparation of fee application)

In re David and Marcia Snook, Ch. 13, No. 92-62249LW (Bankr. N.D. Iowa Jan. 11, 1994) (allowance of fees for debtors' attorney)

## **X. DISCHARGE, 3251-3440**

### **A. In General, 3251-3270**

Nunemaker v. Flickinger (In re Douglas Flickinger), Ch. 7, No. 98-02247-C, Adv. 98-9274-C (Bankr. N.D. Iowa Oct. 20, 1999) (exception to and denial of discharge for fraud regarding corporate assets)

Ewing v. Ewing (In re Larry Carson Ewing), Ch. 7, No. 92-11343LC, Adv. 92-1231LC (Bankr. N.D. Iowa May 21, 1993) (support)

### **B. Dischargeable Debtors, 3271-3340**

Orr v. Derouin (In re Robert Derouin), Ch. 7, No. 01-03189, Adv. 02-9006, 2002 WL 511504 (Bankr. N.D. Iowa March 28, 2002) (information complaint filed after deadline to oppose discharge dismissed as untimely)

Molstad v. Brunken (In re Randall J. Brunken), Ch. 7, No. 00-00235-S, Adv. No. 00-9077-S (Bankr. N.D. Iowa Dec. 5, 2000) (denial of discharge for transfers and inaccurate representations)

Stuart v. Bohnenkamp (In re Kevin and Laura Bohnenkamp), Ch. 7, No. 00-00101-C, Adv. 00-9068-C (Bankr. N.D. Iowa Sept. 7, 2000) (discharge denied for debtor's inaccurate schedules)

Fokkena v. Tripp (In re George and Rose Tripp), Ch. 7, No. 97-03430-W, Adv. 98-9027-W, 224 B.R. 95 (Bankr. N.D. Iowa Aug. 3, 1998) (discharge denied for failure to disclose marijuana)

Schetter v. Fischer (In Re Robbins Fischer), Ch. 7, No. 96-61088-W, Adv. 96-5137-W (Bankr. N.D. Iowa June 27, 1997) (proof of intent to hinder required in fraudulent transfer claim)

In re William P. Krapfl, Ch. 7, No. 94-11535KC (Bankr. N.D. Iowa Aug. 4, 1995) (reopening case to examine debtor re fraud)

In re Roger and Linda Waldrop, Ch. 13, No. L88-10797C (Bankr. N.D. Iowa May 24, 1994) (debtors' request to revoke Chapter 13 discharge)

Tama-Benton Coop v. Hennings (In re Denman and Gwendolyn Hennings), Ch. 11, No. 92-11755LC, Adv. 92-1269LC (Bankr. N.D. Iowa Feb. 8, 1994) (denial of motion to amend judgment; § 727(a) (2) (A) action requires direct proprietary interest in the property transferred)

Firststar Bank v. Ovel (In re Gerald Scott Ovel), Ch. 7, No. L-90-01183C, Adv. L-90-0199C (Bankr. N.D. Iowa Dec. 29, 1993) (aff'd, N.D. Iowa 5/12/95) (overstated inventory and failure to explain loss of inventory)

Tama-Benton Coop v. Hennings (In re Denman and Gwendolyn Hennings), Ch. 11, No. 92-11755LC, Adv. 92-1259LC (Bankr. N.D. Iowa Dec. 22, 1993) (explanation of loss or concealment of third-party's property)

Dolezal v. Thomas (In re Virginia Thomas), Ch. 7, No. L-92-00524C, Adv. L-92-0115C (Bankr. N.D. Iowa Sept. 22, 1993) (aff'd, N.D. Iowa 2/15/94) (objection to discharge denied, creditor to pay debtor's attorney fees)

Agristor Leasing v. Dinsdale (In re Thomas Dinsdale), Ch. 7, No. L-92-00669C, Adv. 92-1131LC, 1993 WL 1112064 (Bankr. N.D. Iowa Aug. 19, 1993), aff'd, 1995 WL 1312673 (N.D. Iowa Apr. 6, 1995)) (denial of discharge based on fraudulent transfer)

### **C. Debts and Liabilities Discharged, 3341-3410**

Cavin-Elmore v. Elmore (In re Kelly & Kerry Elmore), Ch. 7, No. 01-03782, Adv. 02-9019, 2002 WL 1842457 (Bankr. N.D. Iowa July 28, 2002) (nondischargeable support includes assumption of auto loan and promise to pay insurance premiums)

Schmitz v. Kruger (In re Michael & Diana Kruger), Ch. 7, No. 01-01666, Adv. 01-9268, 2002 WL 1483870 (Bankr. N.D. Iowa July 9, 2002) (misrepresentations regarding clear title to real estate excepts debt from discharge)

Zio Johnos, Inc. v. Ziadeh (In re Ramon & Linda Ziadeh), Ch. 7, No. 01-01059, Adv. 01-9185, 276 B.R. 614 (Bankr. N.D. Iowa March 26, 2002) (state court summary judgment without answer does not preclude dischargeability action)

Whitlach v. Allgor (In re Tammy Allgor), Ch. 7, No. 01-01484, Adv. 01-9146, 276 B.R. 221 (Bankr. N.D. Iowa March 22, 2002) (credit card debt assigned to debtor in dissolution decree excepted from discharge)

Maynard Savings Bank v. Banke (In re Henry & Pamela Banke), Ch. 7, No. 01-01281, Adv. 01-9157, 275 B.R. 317 (Bankr. N.D. Iowa March 11, 2002) (boat is not tool of trade; debt excepted from discharge of one of the debtors)

Ashby v. Emerson (In re Bradley & Kimberly Emerson), Ch. 7, No. 01-00446-C, Adv. 01-9151-C, 2001 WL 1636439 (Bankr. N.D. Iowa Dec. 14, 2001) (summary judgment denied as issues of intent remain)

John Deere Comm. Credit Union v. Feddersen (In re Allen Feddersen), Ch. 7, No. 00-03300-C, Adv. 01-9044-C, 270 B.R. 733 (Bankr. N.D. Iowa Dec. 11, 2001) (charges for business equipment are not "consumer debt")

Wilson v. Educational Credit Management Corp. (In re David & Jacqueline Wilson), Ch. 7, No. 99-02097-W, Adv. 00-9164-W, 270 B.R. 290 (Bankr. N.D. Iowa Dec. 4, 2001) (student loans not excepted from discharge for undue hardship)

Durns v. Dawson (In re Sarah Dawson), Ch. 7, No. 00-01534-W, Adv. 00-9121-W, 270 B.R. 729 (Bankr. N.D. Iowa (Nov. 14, 2001) (debt excepted from discharge as debtor misrepresented her relationship with business and that contract would be completed)

Thies v. Iowa Dep't of Revenue & Finance (In re Danny Theis), Ch. 7, No. 99-01885-C, Adv. 00-9230-C, 269 B.R. 212 (Bankr. N.D. Iowa Nov. 5, 2001) (tax on income debtor failed to self-report excepted from discharge)

Intra America Seed Serv., Inc. v. Ricki Engelby (In re Ricki & Mary Ann Engelby), Ch. 7, No. 99-01581-C, Adv. 99-9144-C (Bankr. N.D. Iowa Oct. 22, 2001) (no violation of fiduciary duty or fraud proved)

El Khabbaz v. Sallie Mae Servicing (In re Khalid & Michelle El Khabbaz), Ch. 7, No. 95-22466-D, Adv. 00-9197-D, 264 B.R. 204 (Bankr. N.D. Iowa June 26, 2001) (student loan debts discharged by plan stating they were more than seven years old)

Durns v. Dawson (In re Sarah E. Dawson), Ch. 7, No. 00-01534-W, Adv. 00-9121-W, 264 B.R. 13 (Bankr. N.D. Iowa June 20, 2001) (sufficiency of complaint to allege fraud)

Meling v. Department of Education (In re Diane Kristin Meling), Ch. 7, No. 99-03008-W, Adv. No. 00-9004-W, 263 B.R. 275 (Bankr. N.D. Iowa Apr. 9, 2001), aff'd 2001 WL 34024253 (N.D. Iowa Jan. 22, 2001) (student loan debtor proved undue hardship)

Becker v. Alcorn (In re Bruce and Leah Alcorn), Ch. 7, No. 00-01881-C, Adv. 00-9179-C (Bankr. N.D. Iowa Feb. 22, 2001) (claim for damages to rental property not excepted from discharge)

Scholl v. Nebraska Student Loan Program (In re Don Bradley Scholl), Ch. 7, No. 98-03531-C, Adv. No. 99-9190-C, 259 B.R. 345 (Bankr. N.D. Iowa Jan. 31, 2001) (student loan debtor not entitled to undue hardship discharge prior to exhausting administrative remedies)

Madsen v. Meyer, (In re John & Shelli Meyer), Ch. 7, No. 99-00980-W, Adv. 99-9067-W (Bankr. N.D. Iowa Dec. 27, 2000) (debt from carpentry contract excepted from discharge)

Neubauer v. Iowa College Student Aid (In re William and Pamela Neubauer), Ch. 7, No. 99-01897-C, Adv. 99-9180-C (Bankr. N.D. Iowa Oct. 18, 2000) (undue hardship discharge of one of two student loans)

Dick Witham Ford v. Holmes (In re Daniel and Judy Holmes), Ch. 7, No. 99-01961-W, Adv. 99-9184-W (Bankr. N.D. Iowa Oct. 3, 2000) (attorney fees under § 523(d) not warranted)

Walther v. Walther (In re Robert Walther), Ch. 7, No. 99-01768-W, Adv. 99-9172-W (Bankr. N.D. Iowa Sept. 7, 2000) (attorney fee award in dissolution case not in the nature of support)

Modern Marketing v. Vandaver (In re Robert and Anne Vandaver), Ch. 7, No. 99-02175-C, Adv. 99-9188-C (Bankr. N.D. Iowa April 11, 2000) (breach of contract to repair and resell wrecked vehicle)

Union Bank v. Jerdee (In re Paul and Monica Jerdee), Ch. 7, No. 99-00176-C, Adv. 99-9053-C (Bankr. N.D. Iowa April 10, 2000) (no malice shown in conversion of collateral)

Holder v. Green (In re Merle Green), Ch. 7, No. 99-01124-C, Adv. 99-9118-C (Bankr. N.D. Iowa March 14, 2000) (judgment for support plus interest nondischargeable)

Intra America Seed Services, Inc. v. Engelby (In re Ricki and Mary Engelby), Ch. 7, No. 99-01581-C, Adv. 99-9144-C (Bankr. N.D. Iowa March 14, 2000) (fiduciary duty under PACA not established)

Ellis v. Ellis (In re Daniel Ellis), Ch. 7, No. 99-00191-D, Adv. 99-9085-D (Bankr. N.D. Iowa March 14, 2000) (attorney fee award in dissolution nondischargeable as support)

United States v. Mausser (In re Ted and Deb Mausser), Ch. 7, No. 98-01548-D, Adv. 98-9184-D (Bankr. N.D. Iowa Feb. 23, 2000) (conversion of collateral corn not targeted at creditor)

Farmers State Savings Bank v. Randall (In re Larry and Janice Randall), Ch. 7, No. 98-01474-W, Adv. 98-9149-W (Bankr. N.D. Iowa Feb. 22, 2000) (debt exempted from wife's discharge; husband did not make misrepresentation)

Luedtke v. Hodges (In re Willie B. Hodges), Ch. 7, No. 99-02049-C, Adv. 99-9159-C, 271 B.R. 347 (Bankr. N.D. Iowa Feb. 16, 2000) (default judgment entered as discovery sanction has collateral)

McDole v. Arensdorf (In re Deborah Arensdorf), Ch. 7, No. 99-00003-D, Adv. 99-9038-D (Bankr. N.D. Iowa Dec. 16, 1999) (fraud from oral statements)

Universal Bank, N.A. v. Walker (In re Joni Walker), Ch. 7, No. 98-00905-W, Adv. 98-9117-W (Bankr. N.D. Iowa Dec. 15, 1999) (dischargeability of credit card debt)

Nissen v. Meinders (In re Troy Meinders), Ch. 7, No. 99-01226-C, Adv. 99-9140-C (Bankr. N.D. Iowa Oct. 22, 1999) (late-filed dischargeability complaint dismissed)

Hall v. Hall (In re Suzanne Louise Hall), Ch. 7, No. 95-60479-W, Adv. 98-9125-W (Bankr. N.D. Iowa Sept. 16, 1999) (dischargeability of dissolution debt)

McDole v. Arensdorf (In re Deborah J. Arensdorf), Ch. 7, No. 99-00003-D, Adv. 99-9038-D, 1999 WL 33456230 (Bankr. N.D. Iowa June 21, 1999) (issue preclusion from default judgment)

Davis v. Schlitter (In re James Roger Schlitter), Ch. 7, No. 98-00597-D, Adv. 98-9072-D (Bankr. N.D. Iowa May 14, 1999) (dishonored check; attorney fees)

Universal Bank v. Delaney (In re Richard J. Delaney), Ch. 7, No. 98-00692-D, Adv. 98-9098-D (Bankr. N.D. Iowa March 31, 1999) (credit card debt excepted from discharge)

Krein v. Hanagan (In re Mark and Esther Krein), Ch. 7, No. 97-01060-D, Adv. 98-9084-D, 230 B.R. 379 (Bankr. N.D. Iowa Feb. 23, 1999) (dischargeability of dissolution debt; right to indemnity)

Iowa Oil Co. v. McGraw (In re Donald and Elaine McGraw), Ch. 7, No. 97-01428-W, Adv. 97-9177-W (Bankr. N.D. Iowa Dec. 3, 1998) (dischargeability of debt from delivery of fuel)

Avco Financial Services v. Langreck (In re Dale Langreck), Ch. 7, No. 97-02444-W, Adv. 97-9229-W (Bankr. N.D. Iowa Sept. 15, 1998) (false financial statement)

Jomo Investments, Inc. v. Glew (In re Charles and Sheryl Glew), Ch. 7, No. 97-01387-C, Adv. 97-9158-C (Bankr. N.D. Iowa Aug. 27, 1998) (fraudulent representations not proved)

Hobson Mould Works, Inc. v. Lease et al (In re Lease et al), Ch. 7, No. 97-03590-W, Adv. 98-9002-W, 98-9003-W, 98-9004-W (Bankr. N.D. Iowa July 21, 1998), aff'd sub nom., In re Madsen, 195 F.3d 988 (8th Cir. 1999) (collateral estoppel supports nondischargeability)

Klein v. State of Iowa (In re Maurice Klein), Ch. 7, No. 96-12914-C, Adv. 96-1238-C (Bankr. N.D. Iowa June 15, 1998) (tax debt nondischargeable for deliberate evasion and fraudulent intent)

AT&T Universal Card Services v. Miller (In re Sherrilie M. Miller), Ch. 7, No. 96-62499-W, Adv. 97-9007-W (Bankr. N.D. Iowa May 12, 1998) (dischargeability of credit card debt)

Vander Werf v. Barker (In re Bernie B. Barker), Ch. 7, No. 97-01813-C, Adv. 97-9176-C (Bankr. N.D. Iowa April 7, 1998) (dischargeability of marital debt)

Whitlock v. Rizzio (In re Steven Matthew Rizzio), Ch. 7, No. 97-00914-C, Adv. 97-9115-C (Bankr. N.D. Iowa April 7, 1998) (dischargeability of debt arising from fraudulent representations)

Jomo Investments, Inc. v. Glew (In re Charles and Sheryl Glew), No. 97-01387-C, Adv. 97-9158-C (Bankr. N.D. Iowa Feb. 20, 1998) (material issues of fact exist regarding Debtors' false representations)

Farmers State Bank v. Francke (In re Sean Patrick Francke), No. 97-00759-C, Adv. 97-9093-C (Bankr. N.D. Iowa Feb. 17, 1998) (excepted from discharge for false financial statements)

Drexler v. Hayzlett (In re Charles Hayzlett and Jessica Bernacki), No. 97-92094-C, Adv. 97-9205-C (Bankr. N.D. Iowa Feb. 10, 1998) (intoxicated driver exception from discharge not applicable to owner of vehicle)

Buffalo Bay Grain v. Schuster (In re Matthew and Lisa Schuster), Ch. 7, No. 96-22380-D, Adv. 97-9004-D (Bankr. N.D. Iowa Jan. 26, 1998) (debt from bad check excepted from discharge as fraud)

Lind-Waldock & Co. v. Anderson (In re G. John Anderson), Ch. 7, No. 97-00895-W, Adv. 97-9144-W (Bankr. N.D. Iowa Aug. 28, 1997) (bad check to pay previous debt not excepted from discharge)

Cochran v. Bender (In re Stephan Cochran), Ch. 7, No. 94-61243-W, Adv. 97-9052-W (Bankr. N.D. Iowa Aug. 19, 1997) (former codebtor's claims discharged though not listed in schedules)

Green Tree Financial Corp. v. McClean (In re Randy McClean), Ch. 7, No. 96-12592-C, Adv. 96-1214-C (Bankr. N.D. Iowa Aug. 6, 1997) (no intent to harm proved for willful injury exception to discharge)

Seamans v. Burch (In re Laurence Burch), Ch. 7, No. 97-60410-W, Adv. 97-9050-W (Bankr. N.D. July 9, 1997) (restitution debt excepted from discharge, unaffected by Alford Plea)

Bebee v. Crawford (In re Jeffrey and Margery Crawford), Ch. 7, No. 96-22585-D, Adv. 96-2222KD (Bankr. N.D. May 23, 1997) (dischargeability of debt from real estate contract)

Demuth v. Feickert (In re Gary and Deborah Feickert), Ch. 7, No. 96-10007KC, Adv. 96-1020KC (Bankr. N.D. Iowa March 18, 1997) (§ 523(d) attorney fees)

Demuth v. Feickert (In re Gary and Deborah Feickert), Ch. 7, No. 96-10007KC, Adv. 96-1020KC (Bankr. N.D. Iowa Jan. 10, 1997) (breach of indemnity contract not misrepresentation or defalcation)

Ogren v. United States (In re Beverly Ogren), Ch. 7, No. 95-12116KC, Adv. 96-1018KC, 1996 WL 671356 (Bankr. N.D. Iowa Oct. 10, 1996) (dischargeability of student loan for undue hardship)

Sauer v. Conley (In re Mabel Conley), Ch. 7, No. 95-62047KW, Adv. 95-6195KW (Bankr. N.D. Iowa July 15, 1996) (fraud and defalcation as fiduciary; new homestead)

Zulaica v. National Credit Serv. Corp. (In re David and Heidi Zulaica), Ch. 7, No. 95-22000KD (Bankr. N.D. Iowa June 24, 1996) (dischargeability of student loans)

Kloft v. Lively (In re Michael and Sharon Lively), Ch. 7, No. 95-21907KD, Adv. 96-2009KD (Bankr. N.D. Iowa June 7, 1996) (landlord's claim as false representation or willful injury)

AT&T Universal Card Serv. v. Hinde (In re Shirley Sue Hinde), Ch. 7, No. 95-60300KW, Adv. 95-6088KW (Bankr. N.D. Iowa April 19, 1996) (dischargeability of credit card debt)

Dutton v. Kondora (In re Sylvia J. Kondora), Ch. 7, No. 95-10588KC, Adv. 95-1105KC, 194 B.R. 202 (Bankr. N.D. Iowa April 10, 1996) (defalcation in fiduciary capacity)

FCC National Bank v. Dietz (In re Carol S. Dietz), Ch. 7, No. 95-21286KD, Adv. 95-2158KD (Bankr. N.D. Iowa March 4, 1996) (summary judgment on dischargeability of luxury goods debt)

First National Bank v. Johnson (In re David and Anne Johnson), Ch. 7, No. 95-60071KW, Adv. 95-6074KW (Bankr. N.D. Iowa Feb. 12, 1996) (false financial statement; willful and malicious conversion)

Trickey v. Trickey (In re Benjamin J. Trickey), Ch. 7, No. 94-10667KC, Adv. 94-1121KC (Bankr. N.D. Iowa Sept. 20, 1995) (dischargeability of dissolution property settlement)

Cumis Insurance Society, Inc. v. Kaufman, Robey v. Kaufman (In re Mark William Kaufman), Ch. 7, No. 94-20551KD, Adv. 94-2070KD, 94-2094KD (Bankr. N.D. Iowa Sept. 18, 1995) (check kiting and insufficient funds checks as fraud)

Callahan v. Callahan (In re Carol Ann Callahan), Ch. 7, No. 94-11572KC, Adv. 94-1172KC (Bankr. N.D. Iowa Aug. 29, 1995) (dischargeability of dissolution obligation labeled alimony)

United States v. Rausch (In re Robert and Mary Rausch), Ch. 7, No. 94-60633KW, Adv. 94-6098KW (Bankr. N.D. Iowa May 31, 1995) (tire storage as willful and malicious injury)

Pierce v. United States (In re Donald and Mary Ann Pierce), Ch. 7, No. 93-61552KW, Adv. 94-6041KW, 184 B.R. 338 (Bankr. N.D. Iowa April 12, 1995) (appeal dismissed, 12/14/95) (dischargeability of taxes)

Cumis Ins. Society v. Kaufman (In re Mark William Kaufman), Ch. 7, No. 94-20551KD, Adv. 94-2070KD (Bankr. N.D. Iowa April 6, 1995) (summary judgment denied re fraud in check kiting scheme)

Berger v. Karr (In re Lonny and Terrill Karr), Ch. 7, No. 94-10547KC, Adv. 94-1082KC (Bankr. N.D. Iowa April 4, 1995) (reliance on material misrepresentation)

Waverly Sales Co. v. Wood (In re Wesley E. Wood) (In re Glenn W. Wood, Jr.), Ch. 7, No. 93-60230LW, 93-60364LW, Adv. 93-6080KW, 93-6081KW (Bankr. N.D. Iowa Jan. 13, 1995) (measure of damages for indemnity; joint and several liability)

Waverly Sales Co. v. Wood (In re Wesley E. Wood) (In re Glenn W. Wood, Jr.), Ch. 7, No. 93-60230LW, 93-60364LW, Adv. 93-6080KW, 93-6081KW (Bankr. N.D. Iowa Oct. 5, 1994) (cattle kiting; nondischargeable for misrepresentation and willful injury)

Siefken v. Siefken (In re Richard Siefken), Ch. 7, No. 93-10451LC, Adv. 93-1114KC (Bankr. N.D. Iowa June 14, 1994) (dischargeability of dissolution award of vehicle to custodial spouse)

Sullivan v. Bear (In re James Louis Bear), Ch. 7, No. 93-21585KD, Adv. 93-2194KD (Bankr. N.D. Iowa April 19, 1994) (assault as willful and malicious injury; § 523(a)(6))

Gearhart v. Gearhart (In re Terry Gearhart), Ch. 7, No. 93-10494LC, Adv. 93-1083KC (Bankr. N.D. Iowa March 29, 1994) (dischargeability of debt for support)

Trannel v. Pluemer (In re Michael David Pluemer), Ch. 7, No. 93-20214LD, Adv. 93-2171LD (Bankr. N.D. Iowa Jan. 11, 1994) (dischargeability of attorney fees arising in action for support)

Maynard Savings Bank v. Ahlhelm (In re George Peter Ahlhelm), Ch. 7, No. L92-00617W, Adv. L92-0112W (Bankr. N.D. Iowa Dec. 7, 1993) (false financial statement, embezzlement, conversion)

Dutrach Comm. Credit Union v. Capps (In re Terry and Cynthia Capps), Ch. 7, No. 93-20229KD, Adv. 93-2106KD (Bankr. N.D. Iowa Nov. 24, 1993) (false financial statement)

Ewing v. Ewing (In re Larry Ewing), Ch. 7, No. 92-11343LC, Adv. 92-1231LC (Bankr. N.D. Iowa Nov. 3, 1993) (whether payment owed under dissolution decree constitutes nondischargeable support; conversion of rent check)

Bridenstine v. Bridenstine (In re Margaret Bridenstine), Ch. 7, No. L-92-01219C, Adv. 92-1215LC (Bankr. N.D. Iowa Nov. 3, 1993) (failure to list assets and creditors; subrogation to right to claim tax debt nondischargeable where debt arose from dissolution)

First Bank System v. Walderbach (In re Donna Walderbach), Ch. 7, No. L-92-00780C, Adv. 92-1135LC (Bankr. N.D. Iowa Aug. 31, 1993) (dischargeability of credit card debt)



Williams v. Raymon (In re Richard D. Raymon), Ch. 7, No. 92-11849LC, Adv. 93-1004LC (Bankr. N.D. Iowa Aug. 11, 1993) (willful injury; collateral estoppel)

Mercantile Bank v. Wong (In re Michael and Melanie Wong), Ch. 7, No. 92-22051LD, Adv. 93-2025LD (Bankr. N.D. Iowa Aug. 9, 1993) (fraudulent transfer)

#### **D. Effect of Discharge, 3411-3440**

Raymon v. IRS (In re Richard D. Raymon), Ch. 7, No. 92-11849C, Adv. 96-1066KC, (Bankr. N.D. Iowa Dec. 23, 1997), appeal dismissed, 216 B.R. 626 (B.A.P. 8th Cir. 1998) (procedural sanctions for IRS's failure to produce discovery)

AT&T Universal Card Svcs. v. Stanton (In re Thomas J. Stanton), Ch. 7, No. 94-21843KD, Adv. 95-2031KD (Bankr. N.D. Iowa Jan. 10, 1996) (dischargeability of credit card debt)

Primmer v. United States Bank (In re Ellsworth J. and Tammy M. Primmer), Ch. 7, No. L90-00325C, Adv. L90-0036C (Bankr. N.D. Iowa Nov. 2, 1994) (reopening of case denied; post-discharge reaffirmation agreement)

In re Becky S. Kienzle, Ch. 7, No. 94-20804KD (Bankr. N.D. Iowa Aug. 29, 1994) (reaffirmation agreements)

### **XI. LIQUIDATION, DISTRIBUTION, AND CLOSING, 3441-3460**

In re Robbins Fischer, Ch. 7, No. 96-61088-KW (Bankr. N.D. Iowa Aug. 4, 2000) (daughter allowed to share in distribution from estate)

In re Mary L. Hansen, Ch. 7, No. 96-11108-C (Bankr. N.D. Iowa Feb. 3, 1999) (motion to reopen; scope of compromise)

In re Stephen Cochran, Ch. 7, No. 94-61243KW (Bankr. N.D. Iowa March 24, 1997) (laches bars motion to reopen)

### **XII. BROKER LIQUIDATION, 3461-3480**

### **XIII. ADJUSTMENT OF DEBTS OF A MUNICIPALITY, 3481-3500**

### **XIV. REORGANIZATION, 3501-3660**

#### **A. In General, 3501-3530**

In re Myron and Ellen Kloubec, Ch. 12, No. 99-02325-C, 247 B.R. 246 (Bankr. N.D. Iowa March 20, 2000), aff'd 268 B.R. 173 (N.D. Iowa 2001) (chapter 12 converted to chapter 7 for fraud from disclaimer of inheritance, failure to list assets)

## **B. The Plan, 3531-3590**

United States v. Lincoln Savings Bank (In re Commercial Millwright Service Corp.), Ch. 7, No. 96-60007-W, Adv. 96-6068-W, 245 B.R. 585 (Bankr. N.D. Iowa Feb. 23, 1998) (appeal filed, N.D. Iowa 3/6/98; remanded, N.D. Iowa 11/24/98); ruling after remand, 245 B.R. 597 (Bankr. N.D. Iowa Mar. 22, 1999); aff'd 245 B.R. 603 (N.D. Iowa Feb. 17, 2000) (lien priority in postconfirmation, after-acquired property)

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Jan. 17, 1996) (confirmation requirements; competing plans)

In re Iowa Iron Works, Inc., Ch. 11, No. 94-11378KW (Bankr. N.D. Iowa Dec. 27, 1995) (adequacy of Chapter 11 Disclosure Statement)

In re National Cattle Congress, Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Dec. 11, 1995) (illegality of Chapter 11 plan; per se antitrust violation)

United States v. Rausch Brothers Partnership (In re Rausch Brothers Partnership), Ch. 11, No. L90-00151W, Adv. 93-6031LW (Bankr. N.D. Iowa June 17, 1994) (appeal dismissed, N.D. Iowa 4/14/95) (liability under personal guarantee in confirmed plan)

In re Midwest Country Kitchens, Ltd., Ch. 11, No. 93-11231KC (Bankr. N.D. Iowa May 17, 1994) (approval of competing disclosure statements)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa Feb. 24, 1994) (incur secured debt; extend exclusivity period; motion to dismiss)

In re Twin River Farms, Inc.; In re Duane and Nine Schellhorn, Ch. 12, No. 87-00425W; No. 87-00424W (Bankr. N.D. Iowa Dec. 1, 1993), aff'd 48 F.3d 1223 (8th Cir. 1995) (per curiam) (confirmation of Chapter 12 plan as res judicata)

In re Denman and Gwendolyn Hennings, Ch. 11, No. 92-11755LC (Bankr. N.D. Iowa Nov. 15, 1993) (confirmation of Chapter 11 cram-down plan)

In re Leon F. Funke, Ch. 7, No. L-89-00327-D (Bankr. N.D. Iowa July 12, 1993) (stipulation in Plan enforced)

## **C. Conversion or Dismissal, 3591-3620**

In re Fort Knox Mini Warehouse, Inc., Ch. 11, No. 01-03493, 2002 WL 1842452 (Bankr. N.D. Iowa July 31, 2002) (financial statements show increasing losses; case dismissed)

In re Midwest Communications, Inc., Ch. 11, No. 01-00653-D, 269 B.R. 40 (Bankr. N.D. Iowa Nov. 6, 2001) (after seven months, continuing losses constitute grounds for dismissal)

In re RMM, Inc., In re Slipped Disc, Inc., Ch. 11, No. 98-02923-C, 98-02914-C, 245 B.R. 342 (Bankr. N.D. Iowa Aug. 23, 2000) (dismissal of Chapter 11 case)

In re Paris & Sons, Inc., Ch. 11, No. 98-02475-C (Bankr. N.D. Iowa May 16, 2000) (cause to dismiss Chapter 11 case)

In re S.O.S. Enterprises, Inc., Ch. 11, No. 95-10203KC (Bankr. N.D. Iowa Jan. 24, 1996) (dismissal; reservation of jurisdiction)

**D. Administration, 3621-3650**

In re National Cattle Congress, Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa April 20, 1995) (appointment of Chapter 11 trustee)

**E. Railroad Reorganization, 3651-3660**

**XV. ARRANGEMENTS, 3661.100-3661.999**

**A. In General, 3661.100-3661.110**

**B. Real Property Arrangements, 3661.111-3661.999**

**XVI. COMPOSITIONS, 3662-100-3670**

**XVII. ADJUSTMENT OF DEBTS OF FAMILY FARMER, 3671-3700**

**A. In General, 3671-3680**

Schellhorn v. Farmers Savings Bank (In re Duane & Nina Shellhorn); Twin River Farms, Inc. v. Farmers Savings Bank (In re Twin River Farms, Inc.), Ch. 12, No. 87-00424, 87-00425; Adv. 01-9005, 01-9006; 280 B.R. 847 (Bankr. N.D. Iowa June 17, 2002) (appeal withdrawn) (Bank's claims are satisfied by the payments provided in the plans though claims are not paid in full)

In re Marcus Joy Gumz, Ch. 12, No. 95-61821KW (Bankr. N.D. Iowa Dec. 7, 1995) (bad faith and feasibility in Chapter 12)

In re Paul Pfab, Ch. 12, No. 93-21955KD (Bankr. N.D. Iowa June 16, 1994) (dismissal for failure to file Chapter 12 plan)

**B. The Plan, 3681-3700**

In re Kevin Knief, Ch. 12, No. 96-21301-D (Bankr. N.D. Iowa Sept. 19, 1997) (collateral may not be distributed to Ch. 12 unsecured creditors)

In re John and Carol Specht, Ch. 12, No. 96-21022-D (Bankr. N.D. Iowa April 10, 1997) (Chapter 12 Plan not feasible; case dismissed)

**XVIII. INDIVIDUAL DEBT ADJUSTMENT, 3701-3740**

In re Patricia DeVore, Ch. 13, No. 01-03558, 2002 WL 970407 (Bankr. N.D. Iowa May 3, 2002) (former spouse's claims survived prior Ch. 13 discharge as they were not provided for in plan)

In re Vincent Michels, Ch. 13, No. 01-01415-W (Bankr. N.D. Iowa Jan. 28, 2002) (appeal pending with B.A.P.) (Bank does not have allowed claim and shall not be paid through the plan)

In re Vincent Michels, Ch. 13, No. 01-01415-W, 270 B.R. 737 (Bankr. N.D. Iowa Dec. 18, 2001) (appeal dismissed as moot) (plan may be confirmable in light of the Bank's failure to assert timely proof of claim)

In re Garry & Cynthia Gleason, Ch. 13, No. 01-01029-C, 267 B.R. 630 (Bankr. N.D. Iowa September 14, 2001) (disposable income requirement for confirmation determined by examining discretionary spending)

In re Damian & Casi Cummins, Ch. 13, No. 98-03221-C, 266 B.R. 852 (Bankr. N.D. Iowa September 5, 2001) (Chapter 13 hardship discharge)

In re David and Revette Weber, In re John Lund, Ch. 13, Nos. 00-01613-CV, 00-01683-C (Bankr. N.D. Iowa Dec. 21, 2000) (disposable income requirement does not extend beyond 36 months)

In re Deanna R. Ploessl, Ch. 13, No. 00-01673-D (Bankr. N.D. Iowa Dec. 4, 2000) (postpetition interest on student loans nondischargeable in Chapter 13)

In re Jonathan Zahner, Ch. 13, No. 99-01666-W (Bankr. N.D. Iowa Dec. 9, 1999) (Chapter 13 confirmation; bad faith, full disclosure)

In re Frederick and Gladys Wilker, Ch. 13, No. 98-01117-W (Bankr. N.D. Iowa Oct. 27, 1999) (Chapter 13 confirmation denied)

In re Sarah Bouma, Ch. 13, No. 99-00109-CH (Bankr. S.D. Iowa Aug. 18, 1999) (late objection to Ch. 13 confirmation not allowed)

In re Ronald and Phyllis O'Brien, Ch. 13, No. 98-00545-C (Bankr. N.D. Iowa May 4, 1999) (Chapter 13 cram-down; conversion)

In re Margaret Bails, Ch. 13, No. 98-02717-C (Bankr. N.D. Iowa Nov. 30, 1998) (Chapter 13 plan listing monthly gift to friend not confirmable)

In re Bernie B. Barker, Ch. 13, No. 98-01601-C (Bankr. N.D. Iowa Nov. 16, 1998) (Chapter 13 confirmation requirements; reaffirmation agreements)

In re Steven Mammel, Ch. 13, No. 98-01184-C, 221 B.R. 238 (Bankr. N.D. Iowa June 9, 1998) (discharging student loans through Chapter 13 plan)

In re Jonas and Jean Harnish, Ch. 13, No. 97-02185-C, 224 B.R. 91 (Bankr. N.D. Iowa June 2, 1998) (status of lien after Chapter 13 confirmation)

In re Rebecca Janssen, Ch. 13, No. 98-00141-C, 220 B.R. 639 (Bankr. N.D. Iowa May 7, 1998) (separate classification of co-signed debt in Chapter 13)

In re Herman and Ellen Debner, Ch. 13, No. L92-00616-W (Bankr. N.D. Iowa April 3, 1998) (expiration of Chapter 13 plan ends case)

In re Glenn and Sheir Grawe, Ch. 13, No. 97-10342-C (Bankr. N.D. Iowa Aug. 20, 1997) (valuation of property to strip down IRS claim in Ch. 13 Plan)

In re Ken and Lu Anne Lefler, Ch. 13, No. 96-12601KC (Bankr. N.D. Iowa July 28, 1997) (feasibility of Plan proposing graduated payments and lump sum)

In re Ricki and Mary Ann Engelby, Ch. 13, No. 96-10008KC (Bankr. N.D. Iowa July 14, 1997) (feasibility of Plan proposing graduated payments and lump sum)

In re John and Connie Land, Ch. 13, No. 97-01011-C (Bankr. N.D. Iowa June 24, 1997), aff'd, 215 B.R. 398 (B.A.P. 8th Cir. 1997) (sufficiency of notice of commencement of case)

In re Michael and Randy Williams, Ch. 13, No. 93-11513KC (Bankr. N.D. Iowa Aug. 8, 1996) (rev'd, N.D. Iowa 2/24/98) (Chapter 13 hardship discharge; dismissal for material default)

In re Cindee S. Facion, Ch. 13, No. 95-12089KC (Bankr. N.D. Iowa Dec. 22, 1995) (charitable contributions outside Chapter 13 plan)

In re Jayson Wade Cook, Ch. 13, No. 95-10885KC (Bankr. N.D. Iowa Dec. 8, 1995) (modification of Chapter 13 claim secured by residence)

In re David and Elaine Hegg, Ch. 13, No. 95-20920KD (Bankr. N.D. Iowa Aug. 29, 1995) (appeal withdrawn, 12/4/95) (funding Chapter 13 plan with future proceeds of lawsuit)

In re Daniel and Rhonda Olson, Ch. 13, No. L90-00423W (Bankr. N.D. Iowa Oct. 14, 1994) (Chapter 13 amended plan cannot extend payments more than 60 months)

In re James Howard Nekola, Ch. 13, No. 93-12099KC (Bankr. N.D. Iowa Aug. 2, 1994) (Chapter 13 confirmation bad faith standards)

In re Ronald and Sheila Truelove, Ch. 13, No. 93-11170KC, 1994 WL 486930 (Bankr. N.D. Iowa May 26, 1994) (IRS notice of lien filed prior to Chapter 13 discharge)

In re Robert and Helen Akers, Ch. 13, No. L92-00626C (Bankr. N.D. Iowa June 30, 1993) (§ 727 no application in Chapter 13 case)

## **XIX. REVIEW, 3741-3860**

### **A. In General, 3741-3760**

### **B. Review of Bankruptcy Court, 3761-3810**

Beiwel v. Sallie Mae Servicing (In re Erik T. Beiwel), Ch. 7, No. 00-00112-W, Adv. 00-9085-W, 2001 WL 753778 (Bankr. N.D. Iowa June 13, 2001) (pro se debtor's notice of appeal untimely)

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Oct. 4, 1996) (mootness of issue on remand after appeal)

Fletchall v. State of Iowa (In re Lyle and Doris Fletchall), Ch. 7, No. L90-01910W, Adv. 93-6165KW (Bankr. N.D. Iowa July 27, 1994) (untimely appeal dismissed)

### **C. Review of Appellate Panel, 3811-3830**

### **D. Review of District Court, 3831-3860**

## **XX. OFFENSES, 3861-3863**